

**THE UNIVERSITY OF IOWA**  
**HEAD COACH CONTRACT**  
**Wrestling**

This Contract is executed by and between the State University of Iowa (University) and Thomas N. Brands, II (Coach), effective July 1, 2012.

The parties hereto promise and agree as follows:

**1. EMPLOYMENT TERM**

The term of Coach's appointment to the position of Head Wrestling Coach under this contract shall begin July 1, 2012, and continue until June 30, 2017.

**2. DUTIES**

The Coach is responsible for supervising, planning and coordinating the Wrestling Program, and in so doing, Coach is expected to fulfill those duties listed in Appendix A, hereby incorporated by reference.

While the duties of assistant coaches shall be assigned by the head coach, it is understood that the head and the assistant coaches are directly responsible, separately and collectively, to the Director of Athletics for compliance with the policies of the University and the rules and regulations of the Big Ten Conference Inc., and the constitution and bylaws (and official interpretations thereof) of the National Collegiate Athletic Association (NCAA).

It is understood that assistant coaches are immediately responsible to the head coach, who, in turn, is responsible for the activities of his staff as they relate to the athletic interests of the University.

Coach understands and agrees that the Director of Athletics, as the administrative officer for the University, is charged with the responsibility to operate the program of intercollegiate athletics within the policies of the Board of Regents, State of Iowa, and the University and in accordance with the constitution, bylaws, rules, regulations, and policies of the Big Ten and the NCAA. In signing this Contract, Coach signifies that he understands and shall comply with the policies, rules and regulations of the Regents, University, Big Ten Conference, and the NCAA and agrees to abide by directives of the Director within the context of the above-mentioned policies, rules and regulations as a condition of his employment.

Coach understands and agrees that he must notify the Director of Athletics or the Director's designee prior to discussing any employment opportunities outside The University of Iowa and outside the scope of this Agreement.

### **3. ANNUAL COMPENSATION**

University agrees Coach will be paid a guaranteed annual salary as follows:

Base Salary-	2012-2013	\$145,000
	2013-2014	\$153,000
	2014-2015	\$160,000
	2015-2016	\$169,000
	2016-2017	\$177,000

Guaranteed other annual outside income (I-Club appearances, TV, radio, etc.)	2012-2013	\$55,000
	2013-2014	\$60,000
	2014-2015	\$65,000
	2015-2016	\$70,000
	2016-2017	\$75,000

Pursuant to standard University policies, Coach's annual salary will be paid on a fiscal year basis dating from July 1 through June 30, and salary increases, if any, shall start July 1.

#### **Summer Camps**

Compensation for organizing and administering summer camps is considered extra compensation which Coach can earn at his discretion. See Paragraph 5 below.

Any such amount is not part of the guaranteed annual salary.

### **4. RECURRING INCENTIVE COMPENSATION**

University agrees Coach will be paid annual incentive payments as described, should he meet the academic and athletic criteria described in this paragraph. Any such payment(s) will be made within sixty (60) days of the date of meeting the criteria:

#### **A. Annual Academic Success Incentive Criteria and Payments:**

Achieving a team Academic Progress Rate (APR) above 950	\$10,000
Annual Graduation Rate over 70%	\$10,000

#### **B. Annual Athletic Success Incentive Criteria and Payments:**

Competitive Incentives:

*A.	NCAA National Champions	\$50,000
*B.	NCAA Top 3	\$25,000
*C.	Big Ten Tournament Champs	\$30,000
*D.	Midlands Championship	\$10,000
*E.	National Duals Championship	\$10,000

\*A, C, D and E can be cumulative.

\*B, C, D and E can be cumulative.

\*A and B are highest level attained, not cumulative.

**C. Longevity Incentive**

As long as he is still employed by University on June 30 of each year of the term of this contract, University shall pay to Coach a Longevity Incentive by August 1 of that year.

2012-2013	\$50,000
2013-2014	\$50,000
2014-2015	\$55,000
2015-2016	\$55,000
2016-2017	\$75,000

**D. Annual Athletic Success Incentive Criteria and Payments for Full-Time Permanent Assistant Coaches:**

*A.	NCAA National Champions	One Month Salary or \$10,000 (whichever is greater)
*B.	NCAA Top 3	\$5,000
*C.	Big Ten Tournament Champs	\$5,000

\*A and \*C can be cumulative.

\*B and \*C can be cumulative.

\*A and \*B are highest level attained, not cumulative.

**5. SPORTS CAMPS**

In addition to his salary, Coach may, subject to the approval of the Director of Athletics and the existence of sufficient camper enrollment, have an opportunity to participate in sports camps and clinics and to receive supplemental compensation which shall be subject to federal and state withholdings. Coach shall coordinate his participation in the camp with the Sports Camp Director, and comply with all NCAA and University policies regarding the conduct of such camps, including supplemental compensation, accounting requirements, and vacation requirements.

**6. OUTSIDE COMPENSATION/CONFLICT OF INTEREST/COMMITMENTS**

Upon advance written approval of the Director of Athletics and the President, Coach may enter into agreements with other parties to provide services not included

within this Contract for compensation as long as such services can be performed under the following conditions: (a) the services performed are permitted by the Big Ten Conference, NCAA, and state law; (b) such services do not interfere with the Coach's obligations under this Contract and are fully consistent with all rules and policies of the Board of Regents and the University, including without limitation the University's policy on Conflict of Interest/Commitment; and, (c) the services, as determined by the University, do not impair Coach's ability to fulfill assigned duties or reflect adversely on the Coach's fitness to serve as head coach.

## **7. BENEFITS**

Coach shall receive standard fringe and employee benefits pursuant to University policy, with contributions and benefit amounts based only on the guaranteed annual salary. Coach shall also receive any employee-related benefits normally available to University professional employees in the Athletics Department, including those related to his position as head coach contained in attached Appendix B.

## **8. DISCLOSURE**

Beginning with the effective date of this Contract, the Coach shall disclose annually on or about August 31 to the President and the Director of Athletics, sources and amounts of athletically-related benefits from sources outside the University to the extent such disclosure is required by the NCAA or the Big Ten Conference.

## **9. DISCIPLINE**

If the Director of Athletics reasonably determines that Coach has acted in violation of this Contract, or Big Ten Conference or NCAA rules, whether while employed by University or during prior employment at another NCAA member institution, Coach may be subject to disciplinary action, including without limitation, suspension with or without pay, and/or termination pursuant to Paragraphs 10 or 11.

## **10. TERMINATION BY UNIVERSITY FOR CAUSE**

The University may terminate this Contract for cause. "Cause" as used in this Contract shall mean the following:

- A.** One significant or repetitive violations of the duties of the head wrestling coach, which are outlined in Appendix A, or of any of the other terms/conditions of this Contract, or a refusal or unwillingness to perform such duties in good faith and to the best of the Coach's abilities;
- B.** A major violation or multiple secondary violations of NCAA or other Governing Association rules or regulations by Coach, a member of the wrestling coaching staff, or other person under the Coach's supervision or direction which, as determined by the University, (i) could result in the NCAA or other Governing Association placing the University on probation, a finding of a lack of institutional control, loss of grants in aid, loss of post-

season play, or loss of revenue, and which (ii) the Coach knew or should have known about with reasonable diligence and oversight;

- C. A violation of any rule, regulation, or policy of the NCAA, Big Ten Conference, Regents, or University involving fraud, dishonesty, moral turpitude, violence, or conflict of interest, or commission of a crime whether prosecuted or not (excluding minor traffic offenses) involving fraud, dishonesty, moral turpitude, violence, or conflict of interest, or any other personal conduct that, as reasonably determined by the University, impairs Coach's ability to fulfill assigned duties or reflects adversely on the Coach's fitness to serve as head coach;
- D. Death, prolonged absence, or physical or mental incapacity to perform assigned duties. Said physical or mental incapacity shall be determined by the majority of a panel of three physicians. One such physician shall be chosen by the University, one by Coach and the third physician shall be chosen by the two appointed by the parties.

In the event of termination under this paragraph, University's sole obligation to Coach shall be payment of his salary and standard University employee benefits provided for herein in Paragraphs 3 and 7 to the date of such termination. Prior to termination for cause, other than for death, University shall provide thirty (30) days' written notice of the factual basis for the proposed action and an informal opportunity for Coach to rebut the factual basis alleged. In the event of death, this Contract shall terminate automatically at the time of death. The University shall not be liable to Coach for any other collateral business opportunities or other benefits associated with Coach's position as head wrestling coach, or as an employee of the Department of Athletics as described in Paragraph 7 and Appendix B.

Coach may challenge University's termination of Coach for cause before a panel of arbitrators. The arbitration panel shall consist of three members, one person selected

by the University, one by Coach, and a third person agreed upon by the nominees of the parties. In the event the parties are unable to agree upon a third arbitrator within 14 days, the parties shall request a list of 10 arbitrators from the American Arbitration Association selected for their experience in resolving similar disputes. The parties will select an arbitrator from the list by the "stricken down" method, with Coach having the first and last strike. The parties will share equally the costs of the arbitration, but shall bear individually the costs of their own counsel and representation.

University shall bear the burden of proving by a preponderance of the evidence that a violation occurred under one or more of the above subparagraphs, and where relevant, that it had reasonable grounds to believe it would be subject to the specified sanctions from the NCAA, Big Ten Conference, or other Governing Association. In all other respects, unless the parties otherwise agree, the arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the panel shall be final and binding upon the parties.

This process is in lieu of any other University grievance procedure that might be available to Coach. In the event the panel, or a court of competent jurisdiction, determines the University lacked cause for terminating Coach, the liquidated damage provision of Paragraph 11 shall apply.

#### **11. TERMINATION BY UNIVERSITY WITHOUT CAUSE; LIQUIDATED DAMAGES**

The University may terminate this Contract at any time without cause. In such event, Coach will not be reassigned to any other position within the Department of Athletics. Further, in such event, University shall pay to Coach as liquidated damages and not compensation, in lieu of any and all other legal remedies or equitable relief, his base salary for each year or portion thereof (*pro rata*) remaining in this Contract, or \$500,000, whichever amount is less. The University shall not be liable to Coach for any University benefits or any collateral business opportunities or other benefits associated with Coach's position as head wrestling coach described in Paragraph 7 or Appendix B. The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a Contract for personal services. The parties recognize that a termination of this Contract by University prior to its natural expiration may cause Coach to lose certain benefits, supplemental compensation or outside compensation relating to his employment at University, which damages are difficult to determine with certainty. Accordingly, the parties agree to this liquidated damage provision.

#### **12. TERMINATION BY COACH; LIQUIDATED DAMAGES**

Coach agrees not to seek or apply for other coaching positions without prior notice to the Director of Athletics. However, Coach may terminate this Contract without cause upon thirty (30) days written notice to University. In the event of such termination, University's sole obligation to Coach shall be payment of his compensation as provided in Paragraph 3 and standard University employee benefits under Paragraph 7 hereof through the date of such termination, as well as any incentive compensation earned but unpaid pursuant to Paragraph 4 above. The University shall not be liable to Coach for any other collateral business opportunities or other benefits associated with Coach's position as head wrestling coach or as an employee of the Department of Athletics as described in Paragraph 7 and Appendix B.

If Coach terminates the contract voluntarily and accepts another head wrestling coaching position with a Division I college or university within two years of termination from University, he will be responsible to pay University liquidated damages as follows:

Termination during Years 1, 2, or 3 of the contract (before 6/30/11) \$250,000

Any payments under this Paragraph 12 shall be made in two equal annual installments with the first being due one month after the acceptance of such a position and the remaining payment being due on June 30 of the succeeding fiscal year. Following June 30, 2011, Coach shall have no liability to the University in the event he terminates this Contract. The parties have bargained for this liquidated damages provision, giving consideration to the following: This is a Contract for personal services. The parties recognize that a termination of this Contract by Coach prior to its natural expiration may

cause University to incur certain expenses and lose certain benefits relating to the replacement of Coach at the University, which damages are difficult to determine with certainty. Accordingly, the parties agree to this liquidated damage provision.

### **13. UNIVERSITY RECORDS**

All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material furnished to the Coach by the University or developed by the Coach on behalf of the University or at the University's direction or for the University's use in connection with the Coach's employment hereunder are and shall remain the property of the University. In the event of the Coach's termination as provided herein, the Coach shall immediately cause any such materials in his possession to be delivered to the University. Coach may request copies of University records relating to the wrestling program, which request shall not unreasonably be denied.

### **14. DISPUTE RESOLUTION**

It is mutually understood that every effort will be made to resolve intradepartmental and interpersonal conflicts or disagreements as internal matters to be resolved in a spirit of goodwill among those concerned. An action on the part of any coach to publicly report internal problems or disagreements that arise will be regarded as contrary to the terms of this Contract. Public information should be provided through the Athletics Communications Office and in accordance with policies mutually agreed to by coaches, the Director of Athletics and the University.

### **15. INTERPRETATION AND APPLICABLE LAW**

This agreement is made under and shall be interpreted according to the laws of the State of Iowa. Any rule to the effect that an agreement shall be construed against the party drafting shall have no application to this agreement. If any provision of the agreement or the application thereof shall be held invalid or unenforceable, the remaining provisions and their application shall not be affected thereby and shall continue to be fully effective and enforceable.

## 16. ENTIRE AGREEMENT AND MERGER

This Contract constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Contract shall be binding upon the parties unless contained herein or set forth in the form of written amendment(s) to the Contract, executed by both parties prior to becoming effective.

I have read and understand the Contract and agree to abide by its terms and conditions.

Date June 19, 2012

Signed Thomas N. Brands II  
Thomas N. Brands II, Head Coach  
Wrestling

Date June 19, 2012

Signed Gary A. Barta  
Gary A. Barta  
Director of Athletics

Date 6/22/12

Signed Sally Mason  
Sally Mason  
President



## **APPENDIX A**

### **DUTIES OF HEAD COACH**

Coach shall devote his full time and best efforts toward directing, developing and implementing the University wrestling program as set forth below and in the Professional and Scientific Position Description attached hereto:

- (a) General Program Management:
  - (i) conduct himself and the wrestling program in accordance with the Constitution and Bylaws of the Big Ten Conference and the NCAA;
  - (ii) have oversight responsibility for administrative duties pertaining to the wrestling program;
  - (iii) supervise the conduct of assistant coaches and staff and their activities, including compliance with the Conference and NCAA legislation and provide annual evaluations thereof;
  - (iv) follow appropriate departmental chain of command;
  - (v) abide by all applicable Board policies, University, Conference, and NCAA rules and regulations;
  - (vi) perform other duties as head coach as may be assigned by the Director of Athletics and/or President, within reason.
- (b) Teaching/Training
  - (i) teach the mechanics and techniques of wrestling to team members;
  - (ii) coach student-athletes, analyze performances, and instruct student-athletes in areas of deficiency;
  - (iii) develop team for sport competition; oversee daily practice of student-athletes;
  - (iv) assist Strength Coach in designing and implementing a strength program.
- (c) Counseling/Advising student-athletes:
  - (i) in conjunction with the faculty, encourage academic progress of student-athletes toward graduation;

- (ii) cooperate with student services for the benefit of student-athletes;
  - (iii) require exemplary citizenship of student-athletes;
  - (iv) support and cooperate with Department of Athletics and University student disciplinary policies and procedures.
- (d) Budget Management:
  - (i) maintain full responsibility for the fiscal and budgetary functions associated with the wrestling program and perform such functions in accordance with University policies.
- (e) Recruiting:
  - (i) recruit talented student-athletes for the wrestling program who will be committed students and exemplary citizens.
- (f) Public Relations:
  - (i) promote the University, the Athletics Department, and the wrestling program.
- (g) Summer Sport Camps:
  - (i) at his discretion, participate in University summer wrestling sport camp programs and comply with the University policies regarding the conduct of such camps.

## **APPENDIX B**

Coach will receive one courtesy car, pursuant to standard Department of Athletics policies and procedures.

Coach will receive a family membership at the University Club, at his discretion.

Coach will receive free golf privileges at the University's Finkbine Golf Course.

Coach will receive five game tickets to each wrestling home game subject to regular University auditing and compliance procedures. Coach will also have the option to accept five complimentary season passes in Men's Football, Men's Basketball, Women's Basketball and/or Volleyball. For all other sports with admission charges, families may check in through the pass gate.

Some or all of these benefits may be subject to federal and state income tax withholding and reporting. The University reserves the right to withhold and/or report appropriate amounts as required by law.